

EXHIBIT 10



A S C A P

RAY SCHWIND
Director
Television Licensing

April 12, 1999

Mr. Howard Shapiro
Chairman
Weigel Broadcasting, Co.
26 North Halsted Street
Chicago, IL 60661

**RE: Television Stations WCIU-TV (Chicago, IL)
WDJT-TV (Milwaukee, WI)**

Dear Howard:

I have reviewed the schedules you provided to us when we met on November 17, 1998 regarding the 1997 blanket fee calculations for your stations made by the Television Music License Committee (TMLC). Your schedules do not persuade us that the TMLC's fee calculations were either incorrect or not in conformity with the methodology set forth in Exhibit B of the Local Station Blanket and Per Program Television License Agreements.

It appears that your schedules are based, in part, on some assumptions that do not comport with the court – approved methodology set forth by Magistrate Dolinger for fee allocation purposes. Among the discrepancies I observed were:

- Weigel's schedules included data from PBS stations. Stations that are affiliated with the Public Broadcasting System are not included in the industry wide fee allocation. Those stations are licensed under a separate license and their ratings data is not included in the fee allocation formula for licensed commercial television stations.
- Weigel's schedules use ratings data that differs from the data supplied to us by the TMLC. The TMLC data is in the "thousands" – Weigel's is in the "hundreds." For example, the highest individual prime time station-rating figure on your schedule is 686 for a February 1994 period. The corresponding data from the TMLC for the fee allocations is 676,583.
- Weigel's numbers appear to be based on data published in Nielsen ratings books. The data used by the TMLC is received electronically directly from Nielsen, and it appears to be different to some small degree.

All things considered, the data you supplied does not support your contention that there have been any errors in the calculation of the blanket fees for any of the stations in the Chicago market.

ASACP understands the concerns that you have expressed as they relate to the industry wide blanket license fees. However, as you know, the fee methodology was proposed by the TMLC and accepted by Magistrate Judge Dolinger, at least for the license term that ended March 31, 1998. For subsequent periods, the same methodology is being employed to calculate of interim license fees for the 900 – plus stations represented by the TMLC.

In ASCAP's view, WDJT-TV and WCIU-TV are local, commercial television stations that are similarly situated with other local, commercial television stations in their respective markets. As such, they should be treated in the same manner as all other licensed local commercial television stations. This, of course, means that interim license fees for your stations should be calculated on the same basis as fees are calculated for the other commercial stations. The understanding we have had - - based on last year's correspondence from your attorney and our meeting in November - - was that you would pay interim license fees calculated in accordance with "the terms of the pre-existing local [television] blanket license agreement, and subject to retroactive adjustment to April 1, 1998, under a new agreement between the parties." (Mr. Levy's letter of May 12, 1998).


Currently, there is a total balance due on both accounts of \$57,785.12. That balance is detailed below:

	Fees	Finance Charges	Total Balance
WCIU-TV	\$48,830.00	\$4,601.96	\$53,431.96
WDJT-TV	<u>\$ 4,241.00</u>	<u>\$ 112.16</u>	<u>\$ 4,353.16</u>
	\$53,071.00	\$4,714.12	\$57,785.12

As a courtesy to you, we will write off the \$4,714.12 in Finance Charges if you will submit a \$53,071.00 payment by April 30, 1999.

I am also enclosing with this letter a proposed letter agreement which preserves your right to have the court determine reasonable license fees for your stations in the event you are dissatisfied with the license fees either negotiated between ASCP and the TMLC, or determined by the court in the proceeding brought by the TMLC which is now pending before Magistrate Judge Dolinger. Please sign and return one copy of the letter agreement to me at our earliest convenience, or call me if you have any questions.

Sincerely yours,



Ray Schwand

CC: Joel Levy
Richard Reimer

PS: This letter was being prepared as we met with Mr. Levy on April 7, 1999. We gave Mr. Levy a copy of the draft extension letter agreement.